



STATE OF WASHINGTON

DEPARTMENT OF RETIREMENT SYSTEMS

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**STATE OF WASHINGTON  
DEPARTMENT OF RETIREMENT SYSTEMS  
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS  
RFP NO. 04-100**

**PROJECT TITLE:** General consulting for defined contribution and deferred compensation plans and development of a Request for Proposal that will obtain and implement third-party record keeping services.

**PROPOSAL DUE DATE:** February 6, 2004

**EXPECTED TIME PERIOD FOR CONTRACT:** April 1, 2004 thru December 31, 2005

**CONSULTANT ELIGIBILITY:** This procurement is open to those companies who satisfy the minimum qualifications stated herein and who are available for work in Washington State.

## TABLE OF CONTENTS

<b>1. INTRODUCTION.....</b>	<b>4</b>
1.1. Purpose.....	4
1.2. Background .....	4
1.3. Scope of Services.....	4
1.4. Consultant Qualifications .....	6
1.5. Period of Performance .....	6
<b>2. GENERAL INFORMATION FOR RESPONDENTS .....</b>	<b>6</b>
2.1. RFP Coordinator .....	6
2.2. Submissions .....	7
2.3. Proposal Format .....	7
2.4. Signatures.....	8
2.5. Estimated Schedule of Activities .....	8
2.6. Filing Requirement .....	8
2.7. Failure to Comply .....	8
2.8. Revisions to the RFP.....	8
2.9. Submission Limit .....	8
2.10. Most Favorable Terms .....	9
2.11. Obligation to Contract.....	9
2.12. Costs to Propose.....	9
2.13. Commitment of Funds .....	9
2.14. Insurance Coverage.....	9
2.15. Minority and Women Owned Business Participation.....	10
<b>3. EXECUTIVE SUMMARY .....</b>	<b>10</b>
<b>4. MANAGEMENT PROPOSAL.....</b>	<b>10</b>
4.1. Identifying Information.....	10
4.2. Experience of the Company.....	11
<b>5. TECHNICAL PROPOSAL.....</b>	<b>11</b>
5.1. Project Scope of Work .....	11
5.2. Work Plan and Schedule .....	12
<b>6. COST PROPOSAL .....</b>	<b>12</b>
6.1. Identify Costs .....	12
6.2. Rates.....	12
6.3. Award Not Based on Cost Alone .....	13
<b>7. SUPPLEMENTAL INFORMATION .....</b>	<b>13</b>
<b>8. EVALUATION AND CONTRACT AWARD .....</b>	<b>13</b>
8.1. Evaluation Team.....	13
8.2. Responsiveness .....	13

8.3.	Award Based on Multiple Factors .....	13
8.4.	Evaluation Weighting Criteria .....	13
8.5.	Notification to Unsuccessful Respondents .....	14
8.6.	General Terms and Conditions .....	14
8.7.	Debriefing of Unsuccessful Respondents .....	14
8.8.	Protest Procedure .....	14
8.9.	Proprietary Information/Public Disclosure .....	15
<b>9.</b>	<b>DRS RIGHTS .....</b>	<b>16</b>
9.1.	Proposal Rejections .....	16
9.2.	Contract Award .....	17
9.3.	Publicity .....	17
9.4.	Waivers .....	17
9.5.	Records Retention.....	17
<b>10.</b>	<b>RFP EXHIBITS .....</b>	<b>17</b>
Exhibit A	Certifications and Assurances .....	18
Exhibit B	Sample Contract with General Terms and Conditions .....	19
Exhibit C	Links to TRS, SERS and PERS Member Handbooks .....	23
Exhibit D	Links to DCP Education Brochure and Regulations .....	24

## **1. INTRODUCTION**

### **1.1. PURPOSE**

The Washington State Department of Retirement Systems (DRS) is seeking assistance with the preparation and issuance of a Request for Proposal (RFP), to secure third-party record keeping services for the state's Deferred Compensation Program (DCP) and the defined contribution component of the Teachers' Retirement System (TRS) Plan 3, School Employees' Retirement System (SERS) Plan 3 and Public Employees' Retirement System (PERS) Plan 3. In addition, the selected Company shall assist DRS with the evaluation of vendor responses and provide periodic consulting services as needed by DRS for the duration of this contract.

### **1.2. BACKGROUND**

In addition to eleven defined benefit retirement plans, DRS currently administers the state's Deferred Compensation Program (DCP) and three hybrid plans that include both defined benefit and defined contribution elements: TRS Plan 3, SERS Plan 3 and PERS Plan 3.

The defined contribution portion of SERS, PERS and TRS Plan 3 offers members the option to invest their contributions in a monthly valued fund managed by the Washington State Investment Board (WSIB) or in daily valued self-directed options. These three plans currently have approximately 100,000 members with over \$3.0 billion dollars in plan assets.

The DCP has approximately 45,000 participants with over \$1.5 billion dollars in plan assets.

Currently, DRS has three contracts with third-party record keepers; one for TRS and SERS Plan 3, one for PERS Plan 3 and one for DCP. DRS anticipates that all current record keeping contracts will expire June 30, 2005. During the next record keeping contract period, DRS may continue to have multiple record keeping contracts or move to a single record keeping contract.

### **1.3. SCOPE OF SERVICES**

The majority of the services described in this RFP will be conducted in Olympia, Washington. The scope of services to be provided by the Company obtained through this RFP includes the following items:

- 1.3.1. Assist with the preparation and evaluation of a Request for Proposal to secure third-party record keeping services for the state's Deferred Compensation Program (DCP) and the defined contribution component of TRS Plan 3, SERS Plan 3 and PERS Plan 3.
- 1.3.2. Assist with the development, negotiation and finalization of a record keeping contract(s).

1.3.3. Miscellaneous consulting services covering issues such as, but not limited to:

- Trading restrictions
- Investment option issues
- Hardship distribution issues
- Contribution management
- Change of investment funds
- Catch-up contribution issues

1.3.4. Assist in resolving service issues with record keepers

1.3.5. Prepare surveys to customers regarding services, fund changes, etc.

1.3.6. Advise DRS on performance standards for record keepers

1.3.7. Advise on connectivity and systems issues

1.3.8. Provide consulting services regarding technical, legal questions as necessary

1.3.9. Provide consulting services regarding operational issues and improvements

1.3.10. Provide guidance regarding plan design and amendments. Assist in drafting new plan documents and amendments to existing plans maintained by DRS including:

- 457 Plan
- 401(a) Plan
- 401(a) hybrid plan
- Defined benefit plans – PERS, SERS, TRS, LEOFF, etc.
- Additional benefit plans as approved by the state legislature

1.3.11. Consulting regarding additional benefit options and/or plans for consideration by State:

- Provide consulting services regarding types of plans adopted by other states and public entities,
- Benefits and costs of such plans

1.3.12. Consulting regarding the effect of legislative changes on existing plans

1.3.13. Notify DRS of Federal legislative changes

1.3.14. Other consulting services as requested by DRS.

## 1.4. CONSULTANT QUALIFICATIONS

- 1.4.1. Demonstrated knowledge of Internal Revenue Code (IRC) 401 (a) defined contribution plans and Internal Revenue Code (IRC) 457 deferred compensation plans. Because of the complexity and comprehensiveness of the RFP that will be advertised for a third-party record keeper, the Respondent must have substantial knowledge of all aspects of plan operations and administration.
- 1.4.2. Demonstrated knowledge and experience in designing and drafting a record keeping RFP. The Respondent should also have experience in assisting in all phases of the selection process.
- 1.4.3. Demonstrated knowledge of, and experience with, centralized payroll systems that capture information from multiple sources.
- 1.4.4. **Restrictions:** The Company awarded this contract will not be eligible to submit a response to or be a part of any other company's response to the RFP issued for third-party record keeping services. Companies holding alliance, partnership, or other business affiliations with the successful Respondent of this RFP will be excluded from eligibility to respond to the record keeping services RFP. Respondents must indicate their understanding and agreement to this by signing the Certification and Assurances statement (Exhibit A).

## 1.5. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled for April 1, 2004 thru December 31, 2005. Amendments extending the period of performance, if any, shall be at the sole discretion of DRS.

## 2. GENERAL INFORMATION FOR RESPONDENTS

### 2.1. RFP COORDINATOR

The RFP Coordinator, Jim Gunn, is the sole point of contact for this selection action. Throughout the duration of the procurement process, all questions and other communications concerning the procurement are to be directed, in writing, to the contact listed below.

**Unauthorized contact regarding the procurement with other DRS staff after issuance of this RFP will disqualify the Respondent.**

Washington State Department of Retirement Systems

P.O. Box 48380

Olympia, WA 98504-8380

ATTN: Jim Gunn, RFP Coordinator

Telephone (360) 664-7264 FAX (360) 753-5397 E-mail: [jimg@drs.wa.gov](mailto:jimg@drs.wa.gov)

## 2.2. SUBMISSIONS

Submittal of five (5) copies of the proposal is required. Two copies must have original signatures and three copies can have photocopied signatures.

Two of the five copies must be unbound. One of these unbound copies must contain original signatures and must be marked "Master Copy."

The five (5) copies of the proposal shall be received at the following address on, or before, 4:30 p.m. Pacific Standard Time, February 6, 2004:

Washington State Department of Retirement Systems  
P.O. Box 48380  
Olympia, WA 98504-8380  
ATTN: Jim Gunn, RFP Coordinator

Respondents mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. **Proposals may not be transmitted using electronic media such as facsimile transmission or electronic mail.** Notwithstanding the provisions of RCW 1.12.070, postmarks will not be considered as date received for the purposes of this RFP. Late proposals will not be accepted, nor will time extensions be granted.

The outside of the proposal packaging is to clearly identify the RFP being responded to, including the RFP number (04-100).

All proposals and accompanying documentation become the property of DRS and will not be returned.

## 2.3. PROPOSAL FORMAT

All proposals must be on eight and one-half by eleven (8 ½ x 11) inch paper and placed in binders with tabs separating the major sections of the proposal. The sections shall include:

- Letter of Submittal, including signed Certification and Assurances (Exhibit A);
- Executive Summary;
- Management Proposal;
- Technical Proposal;
- Cost Proposal; and
- RELEVANT supplemental information the Respondent deems appropriate (i.e., the information supports or demonstrates ability to perform items listed under Scope of Services, Section 1.3) - limited to not more than 10 pages.

Responses should be in this order.

## **2.4. SIGNATURES**

The Letter of Submittal and the Certifications and Assurances form must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

## **2.5. ESTIMATED SCHEDULE OF ACTIVITIES**

<b>Event</b>	<b>Date</b>
Issue RFP	January 15, 2004
Proposals Due	February 6, 2004
Evaluation Period	February 9 – February 23, 2004
Interviews, if necessary	February 17 - 20, 2004
Announcement of apparently successful respondent	February 24, 2004
Debriefing period	February 24 – March 2, 2004
Protest period	March 3 – 5, 2004
Contract finalization/signing	March 8, 2004
OFM filing/approval period	March 9 - 22, 2004
Work begins	On or about April 1, 2004

## **2.6. FILING REQUIREMENT**

Under the provisions of Chapter 39.29 RCW, this personal services contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective, and no work there under shall be commenced, nor payment made therefore, until ten (10) working days following the date of filing and until approved by OFM. In the event OFM does not approve the contract, the contract shall be null and void.

## **2.7. FAILURE TO COMPLY**

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

## **2.8. REVISIONS TO THE RFP**

DRS reserves the right to revise the RFP and/or to issue addenda to the RFP. DRS also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all interested parties via the DRS website.

## **2.9. SUBMISSION LIMIT**

After submission, Respondents will not be allowed to amend their proposal. Responses consisting solely of marketing materials are not acceptable and will be rejected.



## **2.10. MOST FAVORABLE TERMS**

DRS reserves the right to make an award without further discussion of the proposal submitted. [NOTE: An exception is that the RFP Coordinator may contact the Respondent for clarification of a portion of the Respondent's proposal.] There will be no best and final offer process. Therefore, the proposal should be submitted initially on the most favorable terms the Respondent can propose.

## **2.11. OBLIGATION TO CONTRACT**

This RFP does not obligate the State of Washington or DRS to contract for service(s) specified herein.

## **2.12. COSTS TO PROPOSE**

DRS will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## **2.13. COMMITMENT OF FUNDS**

The Director of DRS or his delegate are the only individuals who may legally commit DRS to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.14. INSURANCE COVERAGE**

Each Respondent must indicate in the letter of submittal and as a condition of contract award, that the Respondent will provide proof of insurance from the Respondent's insurance carrier, outlining the extent of Respondent's liability coverage.

The Company awarded the contract shall, at the Company's own expense, obtain and keep in force liability insurance and shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to DRS within fifteen (15) days of receipt of notice of award.

The Company shall at all times during the term of the contract carry and maintain liability insurance with the following minimum limits:

2.14.1. Commercial General Liability Insurance: Covering bodily injury, property damage and contractual liability.

Each Occurrence                      \$1,000,000

General Aggregate                      \$2,000,000

2.14.2. Business Auto Policy: As applicable, the Company shall carry and maintain automobile liability insurance with limits of \$1,000,000 per accident.

## **2.15 MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

## **3. EXECUTIVE SUMMARY** (mandatory but not scored)

Provide a high level summary of your proposal, highlighting the strengths, experiences, and background of your Company. The summary should be no more than three pages in length.

## **4. MANAGEMENT PROPOSAL**

Provide all information requested in the exact order specified below:

### **4.1. IDENTIFYING INFORMATION** (mandatory but not scored)

- 4.1.1. State the business name, address, principal place of business, telephone number, e-mail address and fax number of the legal entity or individual with whom the contract would be written. Indicate the location of the facility from which you will operate if awarded the contract for this RFP.
- 4.1.2. Provide the names, addresses, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- 4.1.3. Specify the legal status of the Company (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 4.1.4. Give a brief history of your Company's involvement in the consulting business, including the year of organization, current ownership and affiliations. Are ownership changes planned or anticipated at this time?
- 4.1.5. Explain any potential for conflict your Company would have in servicing the Department of Retirement Systems. Conflict may include consulting relationships, brokerage relationships, money management activities, fee relationships with money managers, soft dollars, etc. What procedures are in place that would mitigate or eliminate potential conflicts of interest?
- 4.1.6. Provide your Company's federal employer identification number.

- 4.1.7. Provide your Washington State Department of Revenue Registration number (UBI number) if applicable.
- 4.1.8. Include proof of certification issued by the OMWBE if your Company is a certified minority-owned firm and/or women-owned firm.
- 4.1.9. Provide the name, title, office phone number, e-mail address and fax number for a person who can speak on behalf of the company and is to be the DRS contact for this solicitation.

#### **4.2. EXPERIENCE OF THE COMPANY (mandatory, scored)**

- 4.2.1. Describe your Company's consulting specialties, strengths, and limitations as they relate to the items outlined in Section 1.4.1 – 1.4.4 of this document.
- 4.2.2. Describe specific projects you have completed that demonstrate your Company's competency in the areas described in the scope of work as outlined in Sections 1.3 of this RFP. Please indicate the employer, date of the project, project scope and objectives, budget, and results directly attributable to your participation.
- 4.2.3. List the name and location of primary individual(s) who would be responsible for our account and provide brief biographies including titles, functions, academic credentials, and experience in the area of IRC 457 and IRC 401 (a) consulting. Identify and explain the role of back-up personnel.
- 4.2.4. The Respondent shall provide a minimum of three references that demonstrate the Respondent's ability to accomplish work similar in size and scope. The references should have first-hand knowledge of the capabilities of the key project team members proposed for this project (ref. Section 4.2.3). Reference information should include:
  - Name, title, and organization
  - Services provided to reference
  - Address
  - Telephone and fax numbers

## **5. TECHNICAL PROPOSAL**

#### **5.1. PROJECT SCOPE OF WORK (mandatory, scored)**

Describe in detail the approach to be used in the execution of the required work as described in Section 1.3 of this RFP. The proposal must be in sufficient detail to convey the Respondent's knowledge of IRC 401 (a) and IRC 457 plans, as well as experience in writing and analyzing RFPs for third party record keeping services. For each of the following areas,

describe your strategy and approach for accomplishing the work and meeting DRS's objectives.

**5.1.1. Requirements Definition**

Discuss your approach for validating business requirements and for using these requirements to prepare for a solicitation for record keeping services.

**5.1.2. RFP Development and Evaluation**

Describe your approach for assisting with developing and managing a solicitation for qualified vendors to provide record keeping services that meet the state's requirements. A description of the evaluation process should be included.

**5.2. WORK PLAN AND SCHEDULE (mandatory, scored)**

Provide a detailed list of tasks and associated time frames for the required work as described in Section 1.3, Scope of Services, items 1.3.1 and 1.3.2. The work plan must be based on having a new record keeper in place and operational by July 1, 2005 and at a minimum should include the major tasks listed below. In addition, include the amount of time required by DRS staff to accomplish tasks within the work plan.

- Develop RFP
- Issue RFP
- Complete RFP evaluations
- Conduct interviews/site visits
- Select record keeper(s)
- Negotiate/sign contract
- Migrate from current record keepers to new record keeper(s)
- Begin new record keeping contract(s)

**6. COST PROPOSAL**

**6.1. IDENTIFY COSTS (mandatory, scored)**

Using items identified in Section 1.3, Scope of Services, provide an estimate of the number of hours and the total cost to complete items 1.3.1 and 1.3.2.

**6.2. RATES (mandatory, not scored)**

Proposed staff should be identified for each item listed in Section 1.3, Scope of Services, by name, and hourly rate. The Company shall charge DRS only for staff specifically authorized by DRS to perform work at the rates set forth in the contract.

### **6.3. AWARD NOT BASED ON COST ALONE**

The evaluation process is designed to award this procurement not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this RFP.

## **7. SUPPLEMENTAL INFORMATION**

Each Respondent may present RELEVANT supplemental information that the Respondent deems appropriate (i.e., the information supports or demonstrates ability to perform items listed under Scope of Services, Section 1.3). The Respondent may also provide supporting documentation, as necessary for evaluators to determine relevance and value. Supplemental materials must be limited to not more than 10 pages.

## **8. EVALUATION AND CONTRACT AWARD**

### **8.1. EVALUATION TEAM**

The evaluation of proposals shall be accomplished by an evaluation team, to be designated by DRS, which will determine the proposal most responsive to the requirements stated in this RFP. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any addenda that are issued.

### **8.2. RESPONSIVENESS**

Any proposal that does not adhere to the RFP format as specified may be considered non-responsive and not subject to further evaluation.

### **8.3. AWARD BASED ON MULTIPLE FACTORS**

The evaluation process is designed to award the contract to the Respondent whose proposal best meets the requirements of this RFP. The final selection, if any, will be based on the evaluation committee's recommendation after analysis of the technical, management, and cost elements of the proposal and oral presentations, if required.

### **8.4. EVALUATION WEIGHTING CRITERIA**

The following weighting will be used to score the proposals and select the finalists for interview, if appropriate:

- Management Requirements 55 percent
- Technical Requirements 30 percent
- Costs 15 percent

DRS, at its sole discretion, may elect to select the top two or more Respondents for an oral presentation and final determination of contract award. Commitments made by the Respondent at the oral interview, if any, will be considered binding. If interviews are conducted, the final selection will be based on the combined proposal and oral interview. Respondents with whom interviews are conducted will be asked to elaborate on the elements of their proposal.

#### **8.5. NOTIFICATION TO UNSUCCESSFUL RESPONDENTS**

Companies whose proposals have not been selected will be notified using the contact information provided in their proposal.

#### **8.6. GENERAL TERMS AND CONDITIONS**

The apparently successful Respondent will be expected to enter into a contract with DRS which is substantially the same as the contract attached as Exhibit B, including DRS's General Terms and Conditions.

While the Respondent is free to propose changes to the Contract Terms and Conditions, the Respondent is not to submit the Respondent's own standard contract terms and conditions as a replacement for those included in Exhibit B. The Respondent will be expected to enter into a contract with DRS that is substantially the same as the agreement included with this RFP as Exhibit B. A Respondent's request for substantial modification of the contract will be viewed as a non-responsive proposal resulting in disqualification of the Respondent. Determination of what constitutes substantial modification rests solely with DRS.

#### **8.7. DEBRIEFING OF UNSUCCESSFUL RESPONDENTS**

Unsuccessful Respondents will be given the opportunity for a debriefing conference. The RFP Coordinator must receive the request for a debriefing conference within three (3) business days after being notified that your company was not selected. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Respondent's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### **8.8. PROTEST PROCEDURE**

This procedure is available to Respondents who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Respondent is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator.

Respondents protesting this procurement shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Respondents under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Non-compliance with procedures described in the procurement document or DRS policy.

Upon receipt of a protest, DRS will hold a protest review. All available facts will be considered and the DRS Director or his delegate will issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interests of another Respondent that submitted a proposal, such Respondent will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold DRS's action; or
- Find only technical or harmless errors in DRS's acquisition process and determine DRS to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide DRS options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If DRS determines that the protest is without merit, DRS will enter into a contract with the apparently successful Respondent. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **8.9. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

All proposals received shall remain confidential until the successful respondent(s) resulting from this RFP, if any, is announced by DRS's Director or the Director's designee. Thereafter, proposals shall be deemed public records as defined in Chapter 42.17 RCW (the Washington State statute pertaining to accessibility to public records) except as exempted in that chapter. Respondents are advised that the permissible exemptions from public disclosure pursuant to

RCW 42.17 are very narrow in scope and strictly construed. In the event that a Respondent desires to claim portions of their proposal as exempt from disclosure under the provisions of the aforementioned RCW, it is incumbent upon that Respondent to clearly identify those portions in a proposal transmittal letter. The transmittal letter must identify the page and particular exemption(s) from disclosure upon which it is making its claim. Further, each page claimed to be exempt must be clearly identified by the word "CONFIDENTIAL" printed on the lower right-hand corner of the page. **Designating the entire proposal as confidential is not acceptable and will not be honored.**

If an official request is made to view a Respondent's proposal, DRS will respond in accordance with RCW 42.17.250 et seq. If any of the specifically requested information is marked as "confidential" in the proposal, such information will not be made available until three (3) business days after the affected Respondent has been given telephone notice that the information has been requested. If within those three (3) business days the affected Respondent has undertaken proceedings to obtain a court order restraining DRS from disclosure of the requested "confidential" information, DRS will not disclose such information until resolution of the court proceeding. Upon failure to make application for judicial relief within the allowed period, the information will be disclosed.

**NOTE:** The proposal of the successful Respondent(s) will be attached to the resulting contract and incorporated therein by that attachment. Therefore, as part of a public state agency contract, the entirety of the successful Respondent(s)' proposal will be subject to public disclosure regardless of any claim of confidentiality or previously applicable statutory exemption. Nevertheless, should a successful Respondent obtain a court order from a Washington State court of competent jurisdiction prohibiting disclosure of parts of its proposal prior to the execution of the contract incorporating the same, DRS will comply with the court order. The burden is upon a successful Respondent to evaluate and anticipate its need to maintain confidentiality and to proceed accordingly. Timeliness will be of the essence; a delay in execution of the contract to accommodate a petition to the courts will not be allowed.

## **9. DRS RIGHTS**

### **9.1. PROPOSAL REJECTIONS**

Determination of clarity and completeness in the responses to any of the provisions in this RFP will be made solely by the DRS evaluation team. DRS reserves the right to require clarification, additional information, and materials in any form relative to any or all of the provisions or conditions of this RFP.

DRS reserves the right to reject any or all proposals at any time prior to the execution of a contract acceptable to DRS, without any penalty to DRS.



## **9.2. CONTRACT AWARD**

DRS intends to award the contract to the Respondent(s) with the best combination of attributes based on the evaluation criteria listed in Section 8 of this RFP.

Should DRS fail to enter into a contract with the apparently successful Respondent(s), DRS reserves the right to award a contract to the next most qualified Respondent(s). DRS also reserves the right to contract with more than one Respondent.

## **9.3. PUBLICITY**

No informational pamphlets, notices, press releases, research reports, and/or similar public notices concerning this project may be released by the apparently successful Respondent(s) without obtaining prior written approval from DRS.

## **9.4. WAIVERS**

DRS reserves the right to waive specific terms and conditions contained in this RFP. It shall be understood by Respondents that the proposal is predicated upon acceptance of all terms and conditions contained in this RFP unless the Respondent has obtained such a waiver, in writing, from the RFP coordinator prior to submission of the proposal. Any waiver, if granted, will be granted to all Respondents.

## **9.5. RECORDS RETENTION**

After the date of the announcement of the apparently successful Respondent(s), DRS will retain one master copy of each proposal received for a period of six years. However, due to limited storage capacity and workspace efficiencies, those copies may be moved from DRS headquarters to the Washington State Records Center in Tumwater, Washington, at the end of six months from the date of announcement of the apparently successful Respondent(s). Thereafter, accommodation of any request made pursuant to Chapter 42.17 RCW to examine and/or photocopy proposals submitted in response to this RFP will be necessarily delayed in order to retrieve the requested records. However, DRS will retain, at its headquarters, copies of the proposal(s) from the apparently successful Respondent(s) for a period of six years from the execution date of contracts resulting from this procurement.

# **10. RFP EXHIBITS**

**CERTIFICATION AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by DRS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand and acknowledge that we are not eligible to submit a response to or be a part of any other company's response to the RFP issued for third-party record keeping or member education services.
5. I/we understand that DRS will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the DRS, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Respondent or to any competitor.
7. I/we acknowledge that proof of insurance coverage must, and will be provided, as a condition of award, within fifteen (15) days of receipt of notice of award.
8. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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 Signature of Proposer

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 Title

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 Date

**SAMPLE CONTRACT WITH GENERAL TERMS AND CONDITIONS**

**Contract 04 - 100**

**CONTRACT FOR PERSONAL SERVICES  
BETWEEN  
THE STATE OF WASHINGTON  
DEPARTMENT OF RETIREMENT SYSTEMS  
AND**

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This Contract is made and entered into by and between the State of Washington, Department of Retirement Systems, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR,"

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

City, State & zip code \_\_\_\_\_

Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Washington State UBI No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_

**PURPOSE**

The purpose of this contract is to obtain assistance with the preparation and evaluation of a Request for Proposals (RFP) to secure third-party record keeping services for one or more of the plans DRS administers. In addition, the CONTRACTOR shall provide periodic consulting services as needed by DRS for the duration of this contract.

**SCOPE OF WORK**

- A. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the AGENCY's RFP 04-100 attached as Exhibit B, and the CONTRACTOR's proposal dated \_\_\_\_\_, attached as Exhibit C.
- B. Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- C. The CONTRACTOR shall produce the following deliverables by the dates indicated below:

*Deliverable schedule goes here*

All deliverables and written reports required under this contract must be delivered to Jeff Wickman, Contract Manager, in accordance with the schedule above.

### **PERIOD OF PERFORMANCE**

Subject to other contract provisions, the period of performance under this contract will be from April 1, 2004 or date of execution, whichever is later, through December 31, 2005, unless sooner terminated or extended as provided herein.

### **OFM FILING REQUIREMENT**

Under the provisions of Chapter 39.29 RCW, this personal service contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

### **COMPENSATION AND PAYMENT**

AGENCY shall pay an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be in accordance with the rates proposed in the Contractor's proposal, included herein by reference and attached as Exhibit C, for services described in RFP 04-100, included herein by reference and attached as Exhibit B, and including any amendments thereto.

### **BILLING PROCEDURES**

The CONTRACTOR shall bill the AGENCY at the end of each calendar month for hours spent and at the rate(s) agreed upon. Monthly billings must be accompanied by a report indicating tasks worked on, hours spent and percent of completion for each task and include totals for all tasks. Billings must be approved by the AGENCY's Contract Manager before payment will be made.

AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more often than monthly. The invoices shall describe and document to the AGENCY'S satisfaction a description of the work performed, the progress of the project, and fees. Each invoice will clearly indicate the AGENCY Contract Number.

Payment shall be considered timely if made by the AGENCY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

The AGENCY's Director or designee shall have the authority to authorize payment to the CONTRACTOR for related work that is beyond the scope of this contract if such payment does not cause total expenditures to exceed the contract amount specified under COMPENSATION AND PAYMENT, *infra*.

### **CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

<b>Contract Manager for CONTRACTOR:</b>	<b>Contract Manager for AGENCY:</b>
<u>Contractor Name</u> <u>Address</u> <u>City, State Zip Code</u> Phone: (   )                      Fax: (   ) E-mail address:	Jeff Wickman PO Box 48380 Olympia, WA 98504-8380 Phone: (360) 664-7303 Fax: (360) 753-5397 E-mail address: jeffw@drs.wa.gov

### **INSURANCE**

The CONTRACTOR shall provide insurance coverage as set forth in the Request for Proposals No. 04-100. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

### **ASSURANCES**

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

### **ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B – Request for Proposals (RFP) 04-100, including any amendments thereto.
- Exhibit C – Vendor's proposal dated \_\_\_\_\_
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

**ENTIRE AGREEMENT**

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

**CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

**APPROVAL**

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of pages \_\_\_\_\_ and \_\_\_\_\_ attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR'S NAME]

DEPARTMENT OF RETIREMENT SYSTEMS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Date

**LINKS TO TRS, SERS AND PERS PLAN 3 MEMBER HANDBOOKS**

**[TRS Plan 3 Member Handbook](#)**

**[SERS Plan 3 Member Handbook](#)**

**[PERS Plan 3 Member Handbook](#)**

**LINKS TO DEFERRED COMPENSATION PROGRAM  
EDUCATION BROCHURE AND REGULATIONS**

**[Deferred Compensation Program Education Brochure](#)**

**[Deferred Compensation Program Regulations](#)**